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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

MICHAEL A. BAKER, as Executor  
of the Estate of Chantal Burnison,

Plaintiff,

vs.

DR. IUR. URS WEHINGER, an  
individual, WEHINGER KAELIN  
FERRARI AG, a Switzerland stock  
corporation, and DOES 1-20,

Defendants.

CASE NO. 2:18-cv-05800-DMG (Ex)

**~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER**

[Removal from Superior Court of  
California, County of Los Angeles,  
Case No. BC694437]

1     **1.     PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation  
5     may be warranted. Accordingly, the parties hereby stipulate to and petition  
6     the Court to enter the following Stipulated Protective Order (“Order” or  
7     “Protective Order”). The parties acknowledge that this Order does not confer  
8     blanket protections on all disclosures or responses to discovery and that the  
9     protection it affords from public disclosure and use extends only to the  
10    limited information or items that are entitled to confidential treatment under  
11    the applicable legal principles.

12                                 **GOOD CAUSE STATEMENT**

13           This action is likely to involve trade secrets, customer and pricing lists  
14    and other valuable research, development, commercial, financial, technical  
15    and/or proprietary information for which special protection from public  
16    disclosure and from use for any purpose other than prosecution of this action  
17    is warranted. Such confidential and proprietary materials and information  
18    consist of, among other things, confidential business or financial  
19    information, information regarding confidential business practices, or other  
20    confidential research, development, or commercial information (including  
21    information implicating privacy rights of third parties), information  
22    otherwise generally unavailable to the public, or which may be privileged or  
23    otherwise protected from disclosure under state or federal statutes, court  
24    rules, case decisions, or common law. Accordingly, to expedite the flow of  
25    information, to facilitate the prompt resolution of disputes over  
26    confidentiality of discovery materials, to adequately protect information the  
27    parties are entitled to keep confidential, to ensure that the parties are  
28    permitted reasonable necessary uses of such material in preparation for and

1 in the conduct of trial, to address their handling at the end of the litigation, and  
 2 serve the ends of justice, a protective order for such information is justified in this  
 3 Action. It is the intent of the parties that information will not be designated as  
 4 confidential for tactical reasons and that nothing be so designated without a good  
 5 faith belief that it has been maintained in a confidential, non-public manner, and  
 6 there is good cause why it should not be part of the public record of this case.

## 7 **ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

8 The parties further acknowledge, as set forth in Section 12.3, below, that this  
 9 Stipulated Protective Order does not entitle them to file confidential information  
 10 under seal. Rather, Local Civil Rule 79-5 sets forth the procedures that must be  
 11 followed and the standards that will be applied when a party seeks permission from  
 12 the court to file material under seal.

13 Any document that is not confidential, privileged, or otherwise protectable  
 14 in its entirety will not be filed under seal if the confidential portions can be  
 15 redacted reasonably. If documents can be so redacted, then a redacted version for  
 16 public viewing, omitting only the confidential, privileged, or otherwise protectable  
 17 portions of the document, shall be filed. Any application that seeks to file  
 18 documents under seal in their entirety should include an explanation of why  
 19 redaction is not feasible.

## 20 **2. DEFINITIONS**

21 **2.1 Action:** this pending federal lawsuit, case no. 2:18-cv-05800-  
 22 DMG(Ex).

23 **2.2 Challenging Party:** a Party or Non-Party that challenges the  
 24 designation of information or items under this Order.

25 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless of  
 26 how it is generated, stored, or maintained) or tangible things that qualify for  
 27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 28 the Good Cause Statement.

1           **2.4**    Counsel: Outside Counsel of Record (as well as their support  
2 staff).

3           **2.5**    Designating Party: a Party or Non-Party that designates  
4 information or items that it produces in disclosures or in responses to  
5 discovery as “CONFIDENTIAL.”

6           **2.6**    Disclosure or Discovery Material: all items or information,  
7 regardless of the medium or manner in which it is generated, stored, or  
8 maintained (including, among other things, testimony, transcripts, and  
9 tangible things), that are produced or generated in disclosures or responses  
10 to discovery in this Action.

11           **2.7**    Expert: a person with specialized knowledge or experience in a  
12 matter pertinent to this Action who (1) has been retained by a Party or its  
13 Counsel to serve as an expert witness or as a consultant in this Action; (2) is  
14 not a past or current employee of a Party; and (3) at the time of retention, is  
15 not anticipated to become an employee of a Party.

16           **2.8**    Non-Party: any natural person, partnership, corporation,  
17 association or other legal entity not named as a Party to this Action.

18           **2.9**    Outside Counsel of Record: attorneys who are not employees of  
19 a party to this Action but are retained to represent or advise a party to this  
20 Action and have appeared in this action on behalf of that party or are  
21 affiliated with a law firm which has appeared on behalf of that party,  
22 including their support staff.

23           **2.10** Party: any party to this Action, including all of its officers,  
24 directors, employees, consultants, retained experts, and Outside Counsel of  
25 Record (and their support staffs).

26           **2.11** Producing Party: a Party or Non-Party that produces Disclosure  
27 or Discovery Material in this Action.

1           **2.12 Professional Vendors:** persons or entities that provide litigation  
 2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 4 and their employees and subcontractors.

5           **2.13 Protected Material:** any Disclosure or Discovery Material that is  
 6 designated as “CONFIDENTIAL.”

7           **2.14 Receiving Party:** a Party that receives Disclosure or Discovery  
 8 Material from a Producing Party.

9       **3. SCOPE**

10           The protections conferred by this Order cover not only Protected Material  
 11 (as defined above), but also (1) any information copied or extracted from Protected  
 12 Material; (2) all copies, excerpts, summaries, or compilations of Protected  
 13 Material; and (3) any testimony, conversations, or presentations by Parties or their  
 14 Counsel that might reveal Protected Material.

15           However, the protections conferred by this Order do not cover the following  
 16 information: (a) any information that is in the public domain at the time of  
 17 disclosure to a Receiving Party or becomes part of the public domain after its  
 18 disclosure to a Receiving Party as a result of publication not involving a violation  
 19 of this Order, including becoming part of the public record through trial or  
 20 otherwise; (b) any information known to the Receiving Party prior to the disclosure  
 21 or obtained by the Receiving Party after the disclosure from a source who obtained  
 22 the information lawfully and under no obligation of confidentiality to the  
 23 Designating Party; and (c) any information that has already been disclosed to the  
 24 Receiving Party in the course of discovery in this Action, including those  
 25 previously produced documents designated as “CONFIDENTIAL” prior to  
 26 Defendants’ production beginning with Bates DEFS\_002036. The documents  
 27 produced in Bates DEFS\_002036 - DEFS\_003669 and receiving a  
 28

1 “CONFIDENTIAL” designation shall be subject to this order, even if it is  
2 entered after said production.

3 Any use of Protected Material at trial shall be governed by a separate  
4 agreement or the orders of the trial judge. This Order does not govern the  
5 use of Protected Material at trial.

#### 6 **4. DURATION**

7 Once a case proceeds to trial, information that was designated as  
8 CONFIDENTIAL or maintained pursuant to this protective Order used or  
9 introduced as an exhibit at trial becomes public and will be presumptively  
10 available to all members of the public, including the press, unless  
11 compelling reasons supported by specific factual findings to proceed  
12 otherwise are made to the trial judge in advance of the trial. *See Kamakana*  
13 *v. City & County of Honolulu*, [447 F.3d 1172, 1180-81](#) (distinguishing  
14 “good cause” showing for sealing documents produced in discovery from  
15 “compelling reasons” standard when merits-related documents are part of  
16 court record). Accordingly, the terms of this protective Order do not extend  
17 beyond the commencement of the trial for such exhibits so used or  
18 introduced at trial.

#### 19 **5. DESIGNATING PROTECTED MATERIAL**

20 **5.1 Exercise of Restraint and Care in Designating Material for**  
21 **Protection.** Each Party or Non-Party that designates information or items for  
22 protection under this Order must take care to limit any such designation to  
23 specific material that qualifies under the appropriate standards. To the extent  
24 it is practical to do so, the Designating Party must designate for protection  
25 only those parts of material, documents, items, or oral or written  
26 communications that qualify so that other portions of the material,  
27 documents, items, or communications for which protection is not warranted  
28 are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 2 that are shown to be clearly unjustified or that have been made for an improper  
 3 purpose (e.g., to unnecessarily encumber the case development process or to  
 4 impose unnecessary expenses and burdens on other parties) may expose the  
 5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
 7 designated for protection do not qualify for protection, that Designating Party must  
 8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
 10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 12 under this Order must be clearly so designated before the material is disclosed or  
 13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
 16 documents, but excluding transcripts of depositions or other pretrial or trial  
 17 proceedings), that the Producing Party affix at a minimum, the legend  
 18 "CONFIDENTIAL" to each page that contains protected material. If only a portion  
 19 of the material on a page qualifies for protection, the Producing Party also must  
 20 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
 21 the margins).

22 A Party or Non-Party that makes original documents available for inspection  
 23 need not designate them for protection until after the inspecting Party has indicated  
 24 which documents it would like copied and produced. During the inspection and  
 25 before the designation, all of the material made available for inspection shall be  
 26 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
 27 documents it wants copied and produced, the Producing Party must determine  
 28 which documents, or portions thereof, qualify for protection under this Order.



1 Then, before producing the specified documents, the Producing Party must  
 2 affix the appropriate legend to each page that contains Protected Material. If  
 3 only a portion of the material on a page qualifies for protection, the  
 4 Producing Party also must clearly identify the protected portion(s) (e.g., by  
 5 making appropriate markings in the margins).

6 (b) for testimony given in depositions or in other pretrial or trial  
 7 proceedings that the Designating Party identifies the Disclosure or  
 8 Discovery Material on the record, before the close of the deposition, hearing,  
 9 or other proceedings all protected testimony and specific the level of  
 10 protection being asserted. When it is impractical to identify separately each  
 11 portion of testimony that is entitled to protection and it appears that  
 12 substantial portions of the testimony may qualify for protection, the  
 13 Designating Party may invoke on the record (before the deposition, hearing,  
 14 or other proceeding is concluded) a right to have up to 21 days to identify  
 15 the specific portions of the testimony as to which protection is sought and to  
 16 specify the level of protection being asserted. Only those portions of the  
 17 testimony that are appropriately designated for protection within the 21 days  
 18 shall be covered by the provisions of this Protective Order.

19 Alternatively, a Designating Party may specify, at the deposition or up  
 20 to 21 days afterwards if that period is properly invoked, that the entire  
 21 transcript shall be treated as “CONFIDENTIAL.” Parties shall give the other  
 22 parties notice if they reasonably expect a deposition, hearing, or other  
 23 proceeding to include Protected Material so that the other parties can ensure  
 24 that only authorized individuals who have signed the “Acknowledgment and  
 25 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The  
 26 use of a document as an exhibit at a deposition shall not in any way affect its  
 27 designation as “CONFIDENTIAL.”  
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1 Transcripts containing Protected Material shall have an obvious legend on  
 2 the title page that the transcript contains Protected Material, and the title page shall  
 3 be followed by a list of all pages (including line numbers as appropriate) that have  
 4 been designated as Protected Material and the level of protection being asserted by  
 5 the Designating Party. The Designating Party shall inform the court reporter of  
 6 these requirements. Any transcript that is prepared before the expiration of a 21-  
 7 day period for designation shall be treated during that period as if it had been  
 8 designated "CONFIDENTIAL" in its entirety unless otherwise agreed. After the  
 9 expiration of that period, the transcript shall be treated only as actually designated.

10 Notwithstanding the foregoing, Dr. Wehinger's deposition shall be ineligible  
 11 for retroactive designation.

12 (c) for information produced in some form other than documentary and  
 13 for any other tangible items, that the Producing Party affix in a prominent place on  
 14 the exterior of the container or containers in which the information is stored the  
 15 legend "CONFIDENTIAL." If only a portion or portions of the information  
 16 warrants protection, the Producing Party, to the extent practicable, shall identify  
 17 the protected portion(s).

18 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
 19 failure to designate qualified information or items does not, standing alone, waive  
 20 the Designating Party's right to secure protection under this Order for such  
 21 material. Upon timely correction of a designation, the Receiving Party must make  
 22 reasonable efforts to assure that the material is treated in accordance with the  
 23 provisions of this Order.

## 24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
 26 designation of confidentiality at any time that is consistent with the Court's  
 27 Scheduling Order. Unless a prompt challenge to a Designating Party's  
 28 confidentiality designation is necessary to avoid foreseeable, substantial

1 unfairness, unnecessary economic burdens, or a significant disruption or  
 2 delay of the litigation, a Party does not waive its right to challenge a  
 3 confidentiality designation by electing not to mount a challenge promptly  
 4 after the original designation is disclosed.

5 **6.2 Meet and Confer.** The Challenging Party shall initiate the  
 6 dispute resolution process under Local Rule 37-1 et seq.

7 **6.3 Joint Stipulation.** Any challenge submitted to the Court shall be  
 8 via a joint stipulation pursuant to Local Rule 37-2.

9 **6.4** The burden of persuasion in any such challenge proceeding  
 10 shall be on the Designating Party. Frivolous challenges, and those made for  
 11 an improper purpose (e.g., to harass or impose unnecessary expenses and  
 12 burdens on other parties) may expose the Challenging Party to sanctions.  
 13 Unless the Designating Party has waived or withdrawn the confidentiality  
 14 designation, all parties shall continue to afford the material in question the  
 15 level of protection to which it is entitled under the Producing Party's  
 16 designation until the Court rules on the challenge.

## 17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 **7.1 Basic Principles.** A Receiving Party may use Protected Material  
 19 that is disclosed or produced by another Party or by a Non-Party in  
 20 connection with this Action only for prosecuting, defending, or attempting to  
 21 settle this Action. Such Protected Material may be disclosed only to the  
 22 categories of persons and under the conditions described in this Order. When  
 23 the Action has been terminated, a Receiving Party must comply with the  
 24 provisions of section 13 below (FINAL DISPOSITION). Protected Material  
 25 must be stored and maintained by a Receiving Party at a location and in a  
 26 secure manner that ensures that access is limited to the persons authorized  
 27 under this Order.

1           **7.2**    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 3 Receiving Party may disclose any information or item designated  
 4 “CONFIDENTIAL” only to:

5           (a)    the Receiving Party’s Outside Counsel of Record in this action, as  
 6 well as employees of said Outside Counsel of Record to whom it is reasonably  
 7 necessary to disclose the information for this Action;

8           (b)    the Receiving Party, including the officers, directors, and employees  
 9 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c)    Experts (as defined in this Order) of the Receiving Party to whom  
 11 disclosure is reasonably necessary for this Action and who have signed the  
 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          (d)    the court and its personnel;

14          (e)    court reporters and their staff;

15          (f)    professional jury or trial consultants, mock jurors, and Professional  
 16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          (g)    the author or recipient of a document containing the information or a  
 19 custodian or other person who otherwise possessed or knew the information;

20          (h)    during their depositions, witnesses, and attorneys for witnesses, in the  
 21 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
 22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
 23 they will not be permitted to keep any confidential information unless they sign the  
 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
 25 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 26 deposition testimony or exhibits to depositions that reveal Protected Material may  
 27 be separately bound by the court reporter and may not be disclosed to anyone  
 28 except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in litigation other than this Action that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s written permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

1 If a Receiving Party learns that, by inadvertence or otherwise, it has  
 2 disclosed Protected Material to any person or in any circumstance not  
 3 authorized under this Protective Order, the Receiving Party must  
 4 immediately (a) notify in writing the Designating Party of the unauthorized  
 5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
 6 Protected Material, (c) inform the person or persons to whom unauthorized  
 7 disclosures were made of all the terms of this Order, and (d) request such  
 8 person or persons to execute the “Acknowledgment and Agreement to Be  
 9 Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
 11 **OTHERWISE PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain  
 13 inadvertently produced material is subject to a claim of privilege or other  
 14 protection, the obligations of the Receiving Parties are those set forth in  
 15 Federal Rule of Civil Procedure 26(b)(5)(B).

16 **12. MISCELLANEOUS**

17 **12.1** Right to Further Relief. Nothing in this Order abridges the right  
 18 of any person to seek its modification by the court in the future.

19 **12.2** Right to Assert Other Objections. By stipulating to the entry of  
 20 this Protective Order, no Party waives any right it otherwise would have to  
 21 object to disclosing or producing any information or item on any ground not  
 22 addressed in this Protective Order. Similarly, no Party waives any right to  
 23 object on any ground to use in evidence of any of the material covered by  
 24 this Protective Order.

25 **12.3** Filing Protected Material. Without written permission from the  
 26 Designating Party or a court order secured after appropriate notice to all  
 27 interested persons, a Party may not file in the public record in this action any  
 28 Protected Material. A Party that seeks to file under seal any Protected

Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

### 13. **FINAL DISPOSITION**

After the final disposition of this Action, including the exhaustion of all appeals, and within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

### 14. **VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.



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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 8-12/20

/S/ CHARLES F. EICK  
HON. CHARLES F. EICK  
UNITED STATES MAGISTRATE  
JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of *Spigen  
Korea Co., Ltd. v. Modne, Inc.*, Case No. 2:17-cv-06674-SJO-FFM. I agree to  
comply with and to be bound by all the terms of this Protective Order and I  
understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order. I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_